

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Brenda L. Livesay, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under an environmental response performed and/or being performed at the North Georgia Agricultural Services site, Hazardous Site Inventory (HSI) Site # 10342. The North Georgia Agricultural Services Site was listed on the HSI for the release of sulfuric acid to groundwater. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr., Drive
Suite 1054 East Tower
Atlanta, Georgia 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded.
- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 *et seq.*, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access/Compliance

Grantor(s) shall provide reasonable access to authorized representatives of EPD and Brenda L. Livesay to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Brenda L. Livesay and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Brenda L. Livesay shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Brenda L. Livesay shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s).

Grantor represents and warrants that all of the following are true and correct:

- A. Grantor holds fee simple title to the Property.
- B. Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder and in accordance with O.C.G.A. § 44-16-1 et seq.
- C. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.
- D. Brenda L. Livesay has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;]

- E. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

[use signature block executed, witnessed, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state, or local laws]

Sample signature block, to be amended or updated in accordance with all applicable requirements:

[Name of Grantor]

Brenda Livesay
(Signature)

Signed in the presence of:

[Name of Authorized Representative]

John David Elliott

[Title of Authorized Representative]

Unofficial Witness (signature)

John David Elliott

Unofficial Witness (print name)

State of [Name] NORTH CAROLINA
County of [Name] HENDERSON

This instrument was attested before me this
31ST day of MARCH, 2021, by [Name]. BRENDA L. LIVESAY

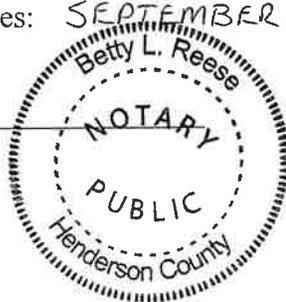
Personally Known
 Produced Identification

Betty L Reese

Notary Public (Signature)
BETTY L. REESE

My Commission Expires: SEPTEMBER 10, 2024

(NOTARY SEAL)



Grantee

[use signature block executed, witnesses, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state, or local laws]

Sample signature block, to be amended or updated in accordance with all applicable requirements:

[Name of Grantee]

Brenda Livesay
(Signature)

Signed in the presence of:

[Name of Authorized Representative]

[Title of Authorized Representative]

John David Elliott
Unofficial Witness (signature)

John David Elliott
Unofficial Witness (print name)

State of [Name] NORTH CAROLINA
County of [Name] HENDERSON

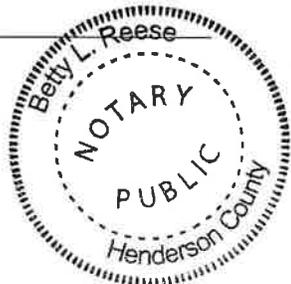
This instrument was attested before me this
31st day of MARCH, 2021, by [Name]. BRENDA L. LIVESAY

Personally Known
 Produced Identification

Betty L Reese
Notary Public (Signature)

BETTY L. REESE
My Commission Expires: SEPTEMBER 10, 2024

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 12 day of July, 2021 :

R. M. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

LAQUETTA FERRELL

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was attested before me this
12 day of July, 2021 by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

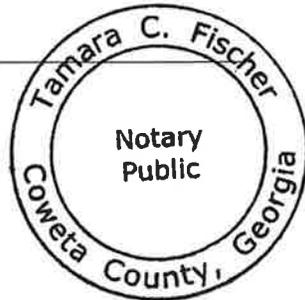


Exhibit A
Legal Description of Property

The UEC is applicable only to Tract 1 of the attached Warranty Deed.

Tract 1: All that tract or parcel of land, together with all improvements thereon, lying and being in the City of Comer, 205th District, G.M., Madison County, Georgia, containing 9.07 acres, and being particularly shown and delineated on a plat entitled "Survey for: J. Ralph Whitehead" prepared by James M. Paul, registered land surveyor, dated April 6, 1984, revised May 15, 1984, recorded in Plat Book 22, page 165, Madison County Clerk of Superior Court records, which plat and record are by reference incorporated herein;

Return to:
GRAHAM LAW FIRM, LLC
P.O. DRAWER 300
DANIELSVILLE, GA 30833

FILED & RECORDED
CLERK, SUPERIOR COURT
MADISON COUNTY, GA.
02-03797
2002 SEP 27 PM 1:49

BR 01978 Pg 0269

Madison County, GA
Real Estate Transfer Tax
\$
Michelle H. Strickland
Clerk, Superior Court

MICHELLE H. STRICKLAND
CLERK

WARRANTY DEED

THIS INDENTURE made and entered into this 21st day of Dec, 2001,
between North Georgia Agricultural Services, Inc. of the County of Madison, state of
Georgia, as Party of the First part, and Ronald B. Livesay, as Party of the Second Part,

WITNESSETH, that the said Party of the First Part, for and in consideration of
the sum of Ten (\$10.00) Dollars and Other Valuable Consideration in hand paid, at and
before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by
these presents do grant, bargain, sell, alien, convey and confirm unto the said Party of
the Second Part, its successors and assigns, the following described property, to-wit:

TRACT 1: All that tract or parcel of land, together with all improvements thereon, lying
and being in the City of Comer, 205th District, G.M., Madison County, Georgia,
containing 9.07 acres, and being particularly shown and delineated on a plat entitled
"Survey for: J. Ralph Whitehead" prepared by James M. Paul, registered land surveyor,
dated April 6, 1984, revised May 15, 1984, recorded in Plat Book 22, page 165,
Madison County Clerk of Superior Court records, which plat and record are by
reference incorporated herein;

TRACT 2: All that tract or parcel of land, together with all improvements thereon, lying
and being in the City of Comer, 205th District, G.M., Madison County, Georgia,
containing 2.86 acres, and being particularly shown and delineated on a plat entitled
"Survey for: J. Ralph Whitehead" prepared by James M. Paul, registered land surveyor,
dated April 6, 1984, recorded in Plat Book 22, page 166, Madison County Clerk of
Superior Court records, which plat and record are by reference incorporated herein;

TRACT 3: All that tract or parcel of land, together with all improvements thereon, lying
and being in the City of Comer, 205th District, G.M., Madison County, Georgia,
containing 1.68 acres, and being particularly shown and delineated on a plat entitled
"Survey for: J. Ralph Whitehead" prepared by James M. Paul, registered land surveyor,
dated April 6, 1984, recorded in Plat Book 22, page 167, Madison County Clerk of
Superior Court records, which plat and record are by reference incorporated herein;

TRACT 4: All that tract or parcel of land, together with all improvements thereon, lying
and being in the City of Comer, 205th District, G.M., Madison County, Georgia,
containing 2.23 acres, and being particularly shown and delineated on a plat entitled
"Survey for: J. Ralph Whitehead" prepared by James M. Paul, registered land surveyor,

BOOK 0493 PAGE 214

(15)

dated March 23, 1984, recorded in Plat Book 22, page 168, Madison County Clerk of Superior Court records, which plat and record are by reference incorporated herein;

TRACT 5: All that tract or parcel of land, together with all improvements thereon, lying and being in the City of Comer, 205th District, G.M., Madison County, Georgia, containing 0.23 of an acre, and being particularly shown and delineated on a plat entitled "Survey for: J. Ralph Whitehead" prepared by James M. Paul, registered land surveyor, dated May 4, 1984, recorded in Plat Book 22, page 169, Madison County Clerk of Superior Court records, which plat and record are by reference incorporated herein;

TRACT 6: All that tract or parcel of land situate, lying and being in the 205th District, G.M., Madison County, Georgia, in the City of Comer, lying on the eastern side of Oak Street, formerly Hodgson Street, and being more particularly described as follows:

Beginning at a point on the eastern side of Oak Street where the property herein conveyed corners with the property of Reynolds; running thence south 12 degrees, 12 minutes west along the eastern side of Oak Street to an iron pin located 236.4 feet north of the right of way of the Seaboard Coastline Railroad; running thence south 78 degrees, 28 minutes east 210 feet to an iron pin; running thence north 11 degrees 32 minutes east 135 feet to an iron pin; continuing thence north 11 degrees 32 minutes east to the point where the northeastern most corner of the property herein conveyed joins the southeastern corner of the property of Reynolds; running thence along the southern line of the property of Reynolds in a westerly direction to the beginning point.

The property herein conveyed is more particularly shown as the lot marked "Beussee" on a plat of survey entitled "Survey for J. Ralph Whitehead" by James M. Paul, surveyor, dated April 6, 1984 revised May 15, 1984, recorded in the Office of the Clerk of the Superior Court of Madison County, Georgia, in Plat Book 22, page 165, which plat is incorporated herein by reference.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in Fee Simple,

And the said Party of the First Part warrants and will forever defend the right and title to Tracts 1, 2, 3, 4, and 6 of the above described property unto the said Party of the Second Part, its successors and assigns, against the lawful claims of all persons whomsoever.

And the said Party of the First Part warrants and will forever defend the right and title to Tract 5 of the above described property unto the said Party of the Second Part, its successors and assigns, against the lawful claims of all persons whomsoever claiming by or through said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand, affixed his seal, and delivered these presents the day and year first above written.

NORTH GEORGIA AGRICULTURAL SERVICES, INC.

Ronald B. Livesay
By: Ronald B. Livesay, President (Seal)



Signed, sealed and delivered in

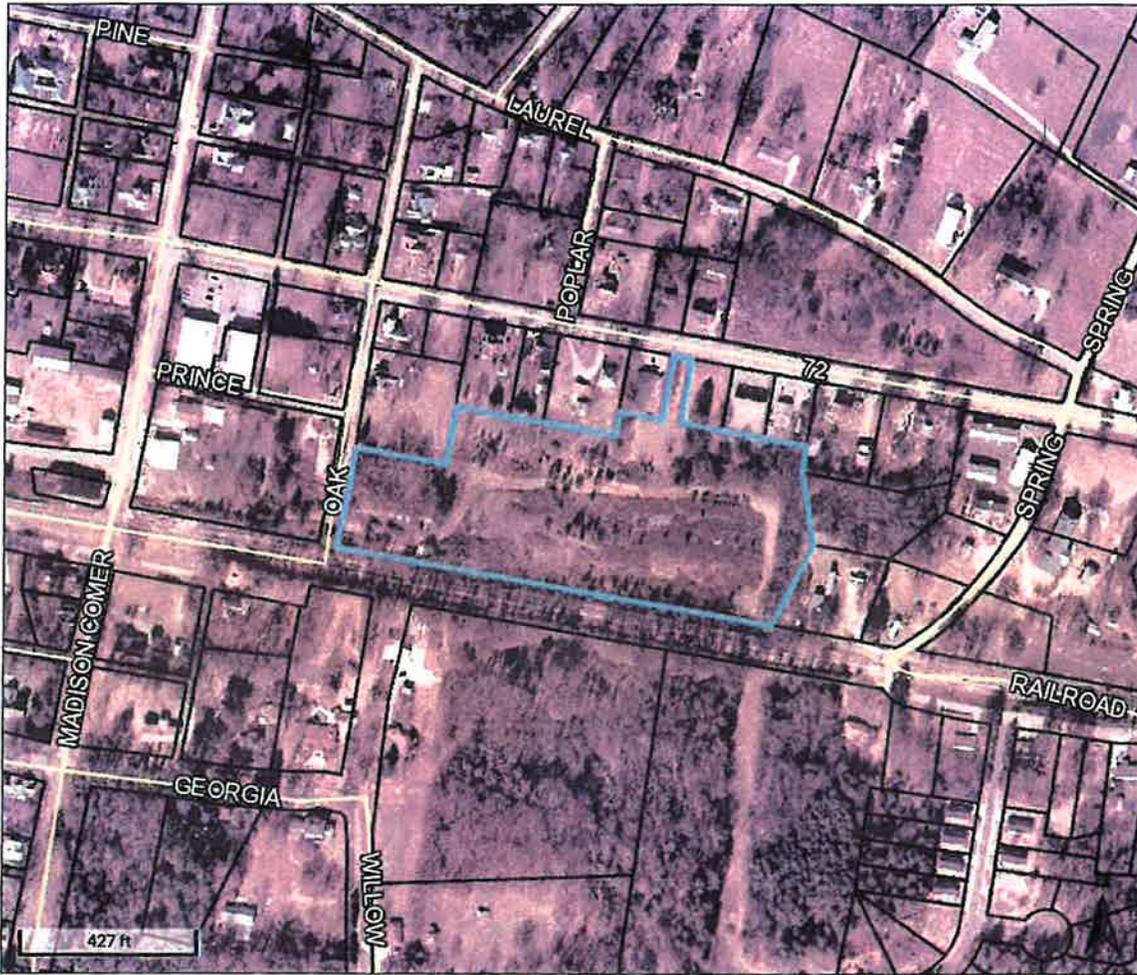
the presence of

Ronald B. Livesay
Witness

Melody R. Craft
Notary Public

Date Notary Public Signed: 12-21-61





Overview



Legend

-  Parcels
-  Roads

Parcel ID CO04002
 Class Code Commercial
 Taxing District COMER
 Acres 9.07

Owner LIVESAY BRENDA L
 87 DUNN CREEK BEND
 FLAT ROCK NC 28731
 Physical Address OAK ST
 Assessed Value Value \$40000

Last 2 Sales			
Date	Price	Reason	Qual
8/30/2004	0	NM	U
10/25/2002	\$55000	LM	Q

(Note: Not to be used on legal documents)

Date created: 8/20/2020
 Last Data Uploaded: 8/19/2020 9:11:24 AM

Developed by  Schneider
 GEOSPATIAL

Exhibit B